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5 UNITED STATES DISTRICT COURT
6 EASTERN DISTRICT OF WASHINGTON

7 BRENDA SANCHEZ COSSIO,

8 Plaintiff,

9 vs.

10 MONSON FRUIT CO., LLC,

11 Defendant.
12

COMPLAINT

DEMAND FOR JURY TRIAL

13 **I. PRELIMINARY STATEMENT**

14 1. Plaintiff Brenda Sanchez Cossio (hereinafter “Brenda Sanchez”) was
15 employed by Defendant Monson Fruit Co., LLC (hereinafter “Monson Fruit”), in
16 its fruit packing warehouse in Selah, Washington. From June to September 2019,
17 Monson Fruit’s Production Manager subjected Brenda Sanchez to unwanted sexual
18 harassment, including frequent sexual comments, propositions, and touching, that
19 created a hostile work environment based on her sex. The Production Manager
20 promised Brenda Sanchez promotions and benefits if she accepted his sexual
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1 demands, but she repeatedly rejected his advances. Monson Fruit knew and should
2 have known of the sexual harassment because Brenda Sanchez complained about
3 the harassment, and because Monson Fruit was already on notice of the manager's
4 inappropriate sexual conduct with subordinates. Despite this, Monson Fruit failed
5 to take prompt and adequate corrective action to prevent or remedy the sexual
6 harassment and is liable for the hostile work environment created by a
7 supervisor/manager. From December 2019 to March 2020, Defendant retaliated
8 against Brenda Sanchez for rebuffing and reporting the sexual harassment by firing
9 her husband and denying her accommodations to which she was legally entitled for
10 her pregnancy. Brenda Sanchez was constructively discharged due to the
11 intolerable conditions created by the harassment and retaliation. These acts
12 violated Title VII of the Civil Rights Act of 1964, as amended by the Civil Rights
13 Act of 1991, 42 U.S.C. § 2000(e), *et seq.* ("Title VII"), and the Washington Law
14 Against Discrimination, Wash. Rev. Code § 49.60 ("WLAD"). Monson Fruit's
15 denial of reasonable accommodations for her pregnancy also violated
16 Washington's Healthy Starts Act, Wash. Rev. Code § 43.10.005 ("WHSA").
17 Brenda Sanchez brings this action to obtain redress for the harm she has suffered
18 and continues to suffer as a result of Defendant's unlawful actions.

19 **II. JURISDICTION AND VENUE**

20 2. This Court has jurisdiction over this action pursuant 28 U.S.C. §§ 1331 and

1 1343 and 42 U.S.C. § 2000e-5(f)(3). This action is authorized and instituted
2 pursuant to Sections 706(f)(1) and (3) of Title VII, 42 U.S.C. §§ 2000e-5(f)(1) and
3 (3), and Section 102 of the Civil Rights Act of 1991, 42 U.S.C. § 1981a.

4 3. This Court has jurisdiction over Brenda Sanchez’s state law claims pursuant
5 to 28 U.S.C. § 1367(a), because these claims are so related to the federal claims
6 under Title VII as to form part of the same case or controversy under Article III of
7 the United States Constitution. This action is authorized and instituted pursuant to
8 the WLAD, Wash. Rev. Code § 49.60.030(2) and the WHSA, Wash. Rev. Code §
9 Code § 43.10.005(6).

10 4. The proper venue for this action is in the Eastern District of Washington
11 pursuant to 28 U.S.C. § 1391, as a substantial part of the events or omissions
12 giving rise to the Plaintiff’s claims occurred within the boundaries of the District.

13 **III. EXHAUSTION OF ADMINISTRATIVE REMEDIES**

14 5. Within 300 days of the last act of sexual harassment, Brenda Sanchez filed a
15 charge with the Equal Employment Opportunity Commission (“EEOC”) alleging
16 Monson Fruit violated Title VII, 42 U.S.C. § 2000(e), *et seq.*

17 6. On May 2, 2022, following its investigation the EEOC issued a
18 determination that Monson Fruit had violated Title VII and invited the parties to
19 reach a resolution through conciliation
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7. On July 27, 2022, the EEOC issued a notice of that conciliation efforts had failed and that the agency was reviewing the case for possible litigation. The EEOC's administrative proceeding is still ongoing, and because of this it has not issued Brenda Sanchez a Notice of Right to Sue.

8. Plaintiff will amend her complaint upon completion of the EEOC's administrative proceedings to reflect either receipt of her Notice of Right to Sue or her right to bring these Title VII claims as an intervenor in an action filed by the EEOC pursuant to 42 U.S.C. §2000e-5(f)(1).

IV. PARTIES

9. At all relevant times, Brenda Sanchez was a resident of Washington State.

10. Monson Fruit is an agricultural company engaged in growing, packing, and shipping fruit, with its principal office and fruit packing warehouse located at 252 N. Rushmore Road, Selah, Washington, 98942-9313.

11. At all relevant times, Monson Fruit has been a corporation continuously doing business in the State of Washington and employing at least fifteen (15) employees.

12. At all relevant times, Monson Fruit has continuously been an employer engaged in an industry affecting commerce within the meaning of Sections 701(b), (g), and (h) of Title VII, 42 U.S.C. §§ 2000e-(b), (g), and (h).

13. At all relevant times, Monson Fruit has continuously been an employer

1 within the meaning of the WLAD, Wash. Rev. Code § 49.60.040, and the WHSA,
2 Wash. Rev. Code § Code § 43.10.005(1)(a).

3 **V. STATEMENT OF FACTS**

4 14. Monson Fruit packs apples, cherries, cranberries, and apricots at its fruit
5 packing warehouse in Selah, Washington.

6 15. Warehouse employees are assigned seasonally to different lines and
7 positions, and though they may move around in the warehouse, many employees
8 work year-round for Monson Fruit.

9 16. Jason Bakker was the General Manager of Monson Fruit's packing
10 warehouse during all relevant times (hereinafter "General Manager Bakker").

11 17. General Manager Bakker does not communicate in Spanish.

12 18. Bob Hauck was the Operations Manager of Monson Fruit's fruit packing
13 warehouse during all relevant times (hereinafter "Operations Manager Hauck").

14 19. Operations Manager Hauck does not communicate in Spanish.

15 20. Rafael Sanchez¹ was the Production Manager of Monson Fruit's packing
16 warehouse during all relevant times (hereinafter "Production Manager Sanchez")

17 21. Manager Sanchez communicates in Spanish and English.

18 22. As the Production Manager, Rafael Sanchez had authority to hire
19 employees, fire employees, promote employees, set work hours, make job
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21 ¹ Brenda Sanchez and Rafael Sanchez have the same last name but are not related.

1 assignments, and affect wages and working conditions of employees in the packing
2 warehouse, including Brenda Sanchez's.

3 23. As a manager and supervisor, Manager Sanchez acted in the scope of his
4 duties and in the interest of Monson Fruit.

5 24. In approximately 2014, Manager Sanchez had an inappropriate sexual
6 relationship with a subordinate employee in the fruit packing warehouse. On
7 information and belief, the female employee was ultimately compelled to leave her
8 employment. Monson Fruit knew of this inappropriate sexual conduct by Manager
9 Sanchez.

10 25. Zenaida Martinez was the Human Resources Manager during all relevant
11 times (hereinafter "HR Manager Martinez").

12 26. Armida Rivera worked as a supervisor in Monson Fruit's fruit packing
13 warehouse (hereinafter "Supervisor Rivera"). She was Brenda Sanchez's
14 supervisor during the cranberry season.

15 27. Supervisor Rivera communicates in English and Spanish.

16 28. Monson Fruit employed Brenda Sanchez in its fruit packing warehouse.

17 29. Brenda Sanchez is a Spanish speaker. She can understand limited English,
18 but cannot communicate verbally in English.

19 30. Brenda Sanchez married Herbie Rodriguez on November 9, 2019, after
20 dating and living together. They continue to be married.

1 31. Herbie Rodriguez was also employed by Monson Fruit.

2 32. After a short prior period of employment in 2017, Brenda Sanchez began to
3 work at Monson Fruit in June of 2018 during the cherry season in quality control.

4 33. When Brenda Sanchez's seasonal position in quality control would have
5 ended in August 2018, she was asked to stay on to supervise the minors who
6 worked on cherry line 5 during the night shift. When cherry season ended, she was
7 offered a day shift position on the apple line and then later on the cranberry line.
8 She continued working for Monson Fruit as a year-round employee.

9 34. When cherry season began again in June of 2019, Brenda Sanchez returned
10 to her position supervising cherry line 5, this time during the day shift.

11 35. Shortly after she began working on cherry line 5 in June of 2019, Manager
12 Sanchez began to target Brenda Sanchez with sexually harassing conduct. He made
13 frequent sexual comments, including telling Brenda Sanchez that she had a good
14 body, that she looked pretty with certain clothes on, that he had wanted her since
15 she first worked at the company, and that he wanted to be with her.

16 36. Manager Sanchez also propositioned Brenda Sanchez almost daily. His
17 propositions included:

18 a) Repeatedly invoking her status as a single mother at the time when he
19 offered her a house and money in exchange for a sexual relationship;

20 b) Telling her repeatedly she should leave her boyfriend, Herbie Rodriguez,
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1 and be with him;

2 c) Telling her she could work anywhere in the warehouse and that she could

3 move to a better position if she would be with him sexually;

4 d) Separating her from other workers to tell her she should sleep with him

5 and that he wanted to “tener relaciones” (meaning have sexual relations)

6 with her, even just once;

7 e) Asking her to be his present on his birthday.

8 37. As a result of Manager Sanchez’s sexual comments and propositions,
9 Brenda Sanchez began to experience feelings of anxiety and was no longer
10 comfortable in her workplace. In order to do her job on the cherry line, she was
11 required to communicate regularly with Manager Sanchez. She did not want to
12 approach him because she feared he would proposition her, but she could not avoid
13 him and complete her work. Whenever she had to speak to him she felt nervous
14 and anxious, her heart rate would increase, and her hands would sweat and shake.

15 38. In response to his propositions, Brenda Sanchez repeatedly rejected
16 Manager Sanchez. She told him she had a boyfriend and that she wasn’t interested
17 in him. Manager Sanchez was undeterred by Brenda Sanchez’s constant refusal of
18 his advances, and continued to ask her to have sex with him. He insisted repeatedly
19 that she be with him, his voice and face getting very intense and frightening her.

20 39. Manager Sanchez also subjected Brenda Sanchez to unwanted touching and

1 physical intimidation while she worked on the line. He would stand immediately
2 behind her so that she could not move a step without touching his body with her
3 body. He would touch her shoulder while she worked. He was so close that she
4 could smell alcohol on him. She told him repeatedly to move, but he did not. It
5 surprised and scared her when Manager Sanchez would put his body so close to
6 hers.

7 40. Manager Sanchez regularly engaged in stalking behavior of Brenda
8 Sanchez. His conduct included but was not limited to:

- 9 a) Watching her through the security cameras;
- 10 b) Calling her and instructing her to move to a different position in her work
11 area so he could better see her body through the security cameras;
- 12 c) Requiring her to report to him when she arrived or left work and then
13 watching her through the cameras and telling her where she was in the
14 warehouse as she spoke to him on the phone;
- 15 d) Watching her arrive at work through the security cameras and calling her
16 to tell her to run inside;
- 17 e) Watching her leave work on the security cameras and calling her to ask
18 why she didn't call him before leaving.

19 41. On one occasion in the summer of 2019, Manager Sanchez called Brenda
20 Sanchez at night and told her to report to work. This was outside of her regular

1 work schedule, but she complied because he was her manager. When she arrived,
2 he stopped her while she was still outside the packing shed. It was dark and there
3 were no other employees nearby. He instructed her not to punch in and told her he
4 just wanted to see her without the company knowing she was there. He offered to
5 pay her in cash and told her to get in his car. Brenda Sanchez was fearful he would
6 force himself sexually on her and she refused. After she rejected him, he told her to
7 clock in and prepare her line for the next day, then sent her home.

8 42. After this, Manager Sanchez called Brenda Sanchez at night on several
9 occasions to ask her to come to work or come drink with him. She repeatedly
10 rejected him, telling him she could not leave her children alone and that she was
11 with her boyfriend.

12 43. On another occasion, Manager Sanchez made Brenda Sanchez get in a golf
13 cart with him inside the fruit packing warehouse and drove her to the apricot
14 packing area. The apricot packing season had not yet started, and so there were no
15 other employees nearby. He then propositioned her, pointing out she was a single
16 mother and offering to give her a house if she stayed single and available to him
17 whenever he wanted to come to her. He told her to leave her boyfriend, and
18 threatened that she would not have a future with her boyfriend because Manager
19 Sanchez could fire him from Monson Fruit at any moment and he would be out of
20 work. After this, Brenda Sanchez feared that Manager Sanchez would fire her

1 boyfriend in retaliation for her rejection of his sexual propositions.

2 44. Around June or July of 2019, Brenda Sanchez complained to Supervisor
3 Rivera that Manager Sanchez was sexually harassing her. She also complained to
4 Supervisor Rivera that she feared retaliation for reporting.

5 45. Brenda Sanchez reported the sexual harassment to Supervisor Rivera
6 because she had told Brenda Sanchez that she could talk to her if she ever needed
7 to. Brenda Sanchez did not know who else to talk to about the harassment. Neither
8 General Manager Bakker nor Operations Manager Hauck spoke Spanish, and so
9 she was unable to communicate directly with them.

10 46. Brenda Sanchez did not receive any training from Monson Fruit about
11 sexual harassment, nor any training on what to do if she experienced harassment in
12 the workplace or how to report harassment.

13 47. Brenda Sanchez had been told by other employees that Manager Sanchez
14 had previously sexually harassed female employees. Her understanding was that
15 the company had taken no or little action to stop the harassment. She was aware
16 that one of these employees had been forced out of her employment. This
17 understanding made Brenda Sanchez fearful of reporting and dubious that it would
18 result in the company taking adequate corrective action.

19 48. Supervisor Rivera reported Brenda Sanchez's complaint of sexual
20 harassment by Manager Sanchez to Operations Manager Hauck.

1 49. Operations Manager Hauck told Supervisor Rivera he would take care of it.

2 50. Operations Manager Hauck later informed Supervisor Rivera that he had
3 reported the sexual harassment complaint to General Manager Bakker, and General
4 Manager Bakker responded that he would pay more attention and watch Manager
5 Sanchez.

6 51. Neither Supervisor Rivera nor Brenda Sanchez received any other response
7 to the complaint.

8 52. As a result of Brenda Sanchez's report, Monson Fruit knew or should have
9 known of the sexual harassment by Manager Sanchez.

10 53. Manager Sanchez's sexual harassment of Brenda Sanchez continued after
11 Supervisor Rivera made the report to Operations Manager Hauck.

12 54. On one occasion in or around mid-July 2019, Manager Sanchez offered to
13 pay Brenda Sanchez a large sum of money for her father's emergency surgery,
14 telling her that if she would be with him just once she could ask for anything she
15 needed and he would give it to her. She rejected his sexual proposition and told
16 him she already had the money she needed for her father.

17 55. On another occasion around later summer of 2019, Brenda Sanchez was
18 going to the bathroom and Manager Sanchez stopped her. He told her she was
19 intelligent and that if she was with him she could move up at work, insinuating that
20 if she refused to have a sexual relationship with him she would not be promoted.

1 56. Near the end of the 2019 cherry season, Brenda Sanchez could no longer
2 endure Manager Sanchez's sexual harassment. She spoke to Operations Manager
3 Hauck and requested a transfer to a Quality Control position. The Quality Control
4 position would allow her to work in a location outside of the packing warehouse
5 and away from daily contact with Manager Sanchez.

6 57. When Manager Sanchez learned of her request, he got angry and told her
7 she could not transfer. She reported his response to Operations Manager Hauck,
8 and was ultimately transferred her to Quality Control.

9 58. Brenda Sanchez moved from the cherry line to Quality Control in mid- to
10 late-August, and at least after August 7, 2019. Manager Sanchez's sexual
11 harassment continued almost daily until she was transferred to Quality Control and
12 no longer worked in the same area as him.

13 59. Around early to mid-September 2019, after she transferred to Quality
14 Control, Brenda Sanchez was sent from her work space to get gloves. Manager
15 Sanchez saw her walking alone and stopped her. He told her he wanted to be with
16 her, that no one would know about it, and that she should think about his
17 proposition.

18 60. Manager Sanchez's offensive and unwelcome sexually harassing conduct
19 created a hostile work environment and affected the terms and conditions of
20 employment for Brenda Sanchez.

1 61. After her Quality Control job, Brenda Sanchez worked the cranberry line
2 and was able to physically avoid Manager Sanchez.

3 62. On or around December 17, 2019, at the end of the cranberry season,
4 Monson Fruit fired Herbie Rodriguez, Brenda Sanchez's husband.

5 63. Mr. Rodriguez had worked at Monson Fruit year-round for approximately
6 three years. He was typically moved to work as a "Stacker" for apple packing at
7 the end of the cranberry season.

8 64. Operations Manager Hauck told Mr. Rodriguez that there was no job for
9 him after the cranberry work ended; however on information and belief Monson
10 Fruit hired multiple workers a few days after he was terminated.

11 65. On information and belief, Mr. Rodriguez was terminated because Brenda
12 Sanchez rejected Manager Sanchez's sexual advances and reported his sexual
13 harassment.

14 66. After Monson Fruit terminated Mr. Rodriguez, Brenda Sanchez suffered
15 immense stress due to the financial pressure of losing her husband's income and
16 the need to support her children. Both she and Mr. Rodriguez lost sleep and felt
17 anxious during the months that followed because of the economic stress caused by
18 Monson Fruit's termination of his employment.

19 67. On or around the same day Monson Fruit fired Mr. Rodriguez, Manager
20 Sanchez offered Brenda Sanchez a job working as a "Stamper." She accepted the

1 job, as this was considered a better position and she could not afford to lose her
2 employment after her husband was fired. However, the location of the Stamper
3 position caused her to have regular contact with Manager Sanchez again.

4 68. Brenda Sanchez was around five months pregnant when she began working
5 the Stamper position at the end of December 2019.

6 69. Shortly after she started the Stamper position, Manager Sanchez learned
7 Brenda Sanchez was pregnant.

8 70. At the Stamper position, if a box of packed fruit had an error, such as being
9 above or under weight or having the wrong code, it returned to the Stamper station.
10 When the boxes piled up, the person in the Stamper position had to lift them out of
11 the way. Each box weighed approximately 40-50 pounds. On days when many
12 boxes had errors, the person in the Stamper position was required to frequently lift
13 the heavy boxes.

14 71. By February 2020, Brenda Sanchez was more than six month pregnant. She
15 was no longer able to safely lift the heavy fruit boxes that returned to the Stamper
16 station and had to be lifted out of the way. She told Manager Sanchez that she
17 needed assistance lifting the boxes. Manager Sanchez responded that she could do
18 it alone and did not need anyone to help her.

19 72. On one occasion Brenda Sanchez's supervisor was with her and requested
20 Manager Sanchez assign someone to help her lift the heavy boxes because of her
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1 pregnancy. Manager Sanchez responded that lifting the boxes was good for her, it
2 was like exercise to prepare her for giving birth.

3 73. Another woman working in the Stamper position was also pregnant. She
4 was allowed to have her husband lift all the heavy boxes for her.

5 74. Brenda was also no longer able to stand all day due to her pregnancy. When
6 she would sit down or lean back at her work station, Manager Sanchez told her he
7 did not want her sitting and that she needed to stand up or make a gesture telling
8 her to stand up. This happened repeatedly.

9 75. The other woman working the Stamper job sat regularly and was never
10 instructed to stand.

11 76. Brenda Sanchez went to Operations Manager Hauck with several
12 coworkers. They explained Manager Sanchez was not allowing her to sit or have
13 help lifting the heavy boxes. Operations Manager Hauck replied that he would fix
14 it.

15 77. Even after her request to Operations Manager Hauck, Manager Sanchez
16 continued to refuse to allow Brenda Sanchez to sit while working and did not
17 provide anyone to assist her in lifting the heavy boxes.

18 78. On information and belief, the denial of pregnancy accommodations to
19 Brenda Sanchez was because of her rejection of Manager Sanchez's sexual
20 advances and her report of his sexual harassment.

1 79. While Brenda Sanchez worked in the Stamper position, her coworkers
2 reported to her that Manager Sanchez said he was just waiting for her to give birth
3 to continue sexually harassing and propositioning her.

4 80. Brenda Sanchez wanted to leave her employment because Manager
5 Sanchez's sexual harassment and denial of pregnancy accommodations had created
6 intolerable conditions. However she could not leave her job because her family
7 depended on her income.

8 81. Monson Fruit continued to receive complaints about Manager Sanchez's
9 inappropriate sexual conduct and failed to take any effective action response. On or
10 around February 2020, Supervisor Rivera reported to General Manager Bakker that
11 Manager Sanchez had been inappropriate with her, offering her alcoholic drinks at
12 work and pressuring her when she declined. She reported that he approached her in
13 the workplace and stood so close to her body that if she moved her body would
14 touch his.

15 82. Because of her knowledge of his harassment of other female workers,
16 Supervisor Rivera feared his conduct would escalate into more severe sexual
17 harassment.

18 83. Supervisor Rivera also reported to General Manager Bakker that the
19 company was already aware of Manager Sanchez's previous harassment, and that
20 employees wanted the company to act but feared retaliation.

1 84. General Manager Bakker's response to Supervisor Rivera's complaint was
2 to tell her that Manager Sanchez was changing. Supervisor Rivera received no
3 other response to her complaint.

4 85. On or around March 27, 2020, Brenda Sanchez went on leave for medical
5 issues related to her pregnancy.

6 86. During her leave, Brenda Sanchez feared that if she returned to work,
7 Manager Sanchez would begin sexually harassing her again because of his stated
8 intentions to renew his sexual advances and propositions after she gave birth. She
9 was so fearful of the intolerable conditions of the harassment that she was
10 compelled to resign her employment. She did not return to her job after her
11 medical and family leave.

12 87. Brenda Sanchez continued to suffer emotional distress even after she no
13 longer worked at Monson Fruit. She felt intense fear and anxiety due to the
14 harassment, which affected her ability to enjoy her life and family. She was unable
15 to look for work for many months because she feared leaving the house and
16 encountering Manager Sanchez or being sexually harassed again. Brenda Sanchez
17 continues to suffer from this fear and anxiety to the present day.

18 88. Around spring or early summer of 2020, Supervisor Rivera again reported
19 Manager Sanchez's inappropriate sexualized conduct towards her, this time to HR
20 Manager Martinez.

1 89. Sometime around August of 2020, Monson Fruit received notice that
2 Brenda Sanchez had filed a charge of sexual harassment and retaliation with the
3 EEOC. Even then, Monson Fruit continued to fail to take reasonable action to
4 prevent future sexual harassment, including failing to conduct an effective
5 investigation. Monson Fruit's investigation was ineffective because the company
6 did not speak to key witnesses who would have substantiated the harassment.

7 90. In response to the EEOC charge, HR Manager Martinez asked various
8 employees in supervisory positions if they would write a statement that Brenda
9 Sanchez had not reported sexual harassment to them. HR Manager Martinez did
10 not contact or interview Supervisor Rivera, despite the fact that she had supervised
11 Brenda Sanchez and had herself reported Manager Sanchez's inappropriate
12 sexualized conduct.

13 91. Over a year after Brenda Sanchez had gone on medical leave and then
14 constructively discharged, Manager Sanchez was still undeterred from making
15 repeated contact with Brenda Sanchez. Around the spring of 2021, Brenda Sanchez
16 had found a job at a gas station store. Manager Sanchez started to frequent the gas
17 station to buy gas. Initially Brenda Sanchez was able to avoid him by hiding in the
18 bathroom when he came in to the store, but then he began to enter the store near
19 her work station and look at her. He came to the store multiple times a week, and
20 she could no longer endure the anxiety and fear caused by frequent encounters with
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1 him. She declined a promotion and left her job because his appearances
2 exacerbated her distress and made her afraid.

3 92. Monson Fruit had no or ineffective policies or procedures for reporting or
4 responding to sexual harassment and discrimination.

5 93. Monson Fruit failed to take prompt and adequate corrective action to
6 prevent or remedy the hostile work environment caused by Manager Sanchez's
7 offensive and unwelcome sexual conduct.

8 94. The conduct of Monson Fruit described above was intentional, willful, and
9 taken in reckless disregard for the rights of Brenda Sanchez.

10 95. Brenda Sanchez suffered damages, including economic damages and
11 emotional distress that continues to the present day, as a result of Defendant's
12 actions and omissions.

13 VI. STATEMENT OF CLAIMS

14 A. Sexual Harassment in Violation of Title VII

15 96. Brenda Sanchez realleges and incorporates by reference all allegations set
16 forth in preceding paragraphs as if set forth herein.

17 97. Monson Fruit discriminated against Brenda Sanchez in violation of section
18 703(a) of Title VII, 42 U.S.C. § 2000e-2(a), by subjecting her to a hostile work
19 environment based on her sex.

20 98. The effect of the practices complained of above has been to deprive Brenda
21

1 Sanchez of equal employment opportunities.

2 99. Defendant Monson Fruit's unlawful employment practices complained of in
3 the above paragraphs were intentional.

4 100. Defendant Monson Fruit's unlawful employment practices
5 complained of in the above paragraphs were done with malice or with reckless
6 indifference to the federally protected rights of Brenda Sanchez.

7 101. As a direct result of Defendant's unlawful conduct, Brenda Sanchez
8 has suffered and continues to suffer economic damages and emotional harm,
9 including grief, loss of enjoyment of life, damage to reputation, fear, anxiety,
10 anguish, embarrassment, humiliation, and other damages in amounts to be proved
11 at trial. These harms are ongoing and are reasonably likely to be experienced in the
12 future.

13 **B. Constructive Discharge in Violation of Title VII**

14 102. Brenda Sanchez realleges and incorporates by reference all
15 allegations set forth in preceding paragraphs as if set forth herein.

16 103. Monson Fruit discriminated against and constructively discharged
17 Brenda Sanchez in violation of section 703(a) of Title VII, 42 U.S.C. § 2000e-2(a),
18 by subjecting her to conditions so intolerable based sexual harassment and
19 retaliation that she was compelled to abandon her employment.

20 104. Defendant Monson Fruit's unlawful employment practices

1 complained of in the above paragraphs were intentional.

2 105. Defendant Monson Fruit's unlawful employment practices
3 complained of in the above paragraphs were done with malice or with reckless
4 indifference to the federally protected rights of Brenda Sanchez.

5 106. As a direct result of Defendant's unlawful conduct, Brenda Sanchez
6 has suffered and continues to suffer economic damages and emotional harm,
7 including grief, loss of enjoyment of life, damage to reputation, fear, anxiety,
8 anguish, embarrassment, humiliation, and other damages in amounts to be proved
9 at trial. These harms are ongoing and are reasonably likely to be experienced in the
10 future.

11 **C. Retaliation in Violation of Title VII**

12 107. Brenda Sanchez realleges and incorporates by reference all
13 allegations set forth in preceding paragraphs as if set forth herein.

14 108. Brenda Sanchez engaged in conduct protected by Title VII of the
15 United States Civil Rights Act when she opposed unlawful or discriminatory
16 employment practices by rejecting Manager Sanchez's advances and complaining
17 about his sexually harassing conduct to her supervisor.

18 109. Monson Fruit violated Section 704(a) of Title VII, 42 U.S.C. §
19 2000e-3(a), by retaliating against Brenda Sanchez for opposing unlawful or
20 discriminatory employment practices, including by denying her reasonable

1 accommodations required by law for her pregnancy and firing her husband, Herbie
2 Rodriguez.

3 110. Defendant Monson Fruit's unlawful employment practices
4 complained of in the above paragraphs were intentional.

5 111. Defendant Monson Fruit's unlawful employment practices
6 complained of in the above paragraphs were done with malice or with reckless
7 indifference to the federally protected rights of Brenda Sanchez.

8 112. As a direct result of Defendant's unlawful conduct, Brenda Sanchez
9 has suffered and continues to suffer economic damages and emotional harm,
10 including grief, loss of enjoyment of life, damage to reputation, fear, anxiety,
11 anguish, embarrassment, humiliation, and other damages in amounts to be proved
12 at trial. These harms are ongoing and are reasonably likely to be experienced in the
13 future.

14 **D. Sexual Harassment in Violation of the WLAD**

15 113. Brenda Sanchez realleges and incorporates by reference all
16 allegations set forth in preceding paragraphs as if set forth herein.

17 114. Monson Fruit discriminated against Brenda Sanchez in violation of
18 the WLAD, Wash. Rev. Code § 49.60.030 and § 49.60.180, by subjecting her to a
19 hostile work environment based on her sex.

20 115. As a woman, Brenda Sanchez is a member of a class protected from
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1 discrimination and sexual harassment under the WLAD.

2 116. The practices complained of above affected the terms and conditions
3 of employment for Brenda Sanchez and deprived her of equal employment
4 opportunities.

5 117. The practices complained of above were the proximate cause of
6 Brenda Sanchez's loss of employment with Defendant Monson Fruit.

7 118. Defendant Monson Fruit's unlawful employment practices
8 complained of in the above paragraphs were intentional.

9 119. As a direct result of Defendant's unlawful conduct, Brenda Sanchez
10 has suffered and continues to suffer economic damages and emotional harm,
11 including grief, loss of enjoyment of life, damage to reputation, fear, anxiety,
12 anguish, embarrassment, humiliation, and other damages in amounts to be proved
13 at trial. These harms are ongoing and are reasonably likely to be experienced in the
14 future.

15 **E. Retaliation in Violation of the WLAD**

16 120. Brenda Sanchez realleges and incorporates by reference all
17 allegations set forth in preceding paragraphs as if set forth herein.

18 121. Brenda Sanchez engaged in conduct protected by the WLAD when she
19 opposed unlawful or discriminatory employment practices by rejecting Manager
20 Sanchez's advances and complaining about his sexually harassing conduct.

1 122. Monson Fruit violated the WLAD, Wash. Rev. Code § 49.60.210, by
2 retaliating against Brenda Sanchez for opposing unlawful or discriminatory
3 employment practices, including by denying her reasonable accommodations for
4 her pregnancy required by law and firing her husband, Herbie Rodriguez.

5 123. Defendant Monson Fruit's unlawful employment practices
6 complained of in the above paragraphs were intentional.

7 124. As a direct result of Defendant's unlawful conduct, Brenda Sanchez
8 has suffered and continues to suffer economic damages and emotional harm,
9 including grief, loss of enjoyment of life, damage to reputation, fear, anxiety,
10 anguish, embarrassment, humiliation, and other damages in amounts to be proved
11 at trial. These harms are ongoing and are reasonably likely to be experienced in the
12 future.

13 **F. Denial of Pregnancy Accommodations in Violation of the WHSA**

14 125. Brenda Sanchez realleges and incorporates by reference all allegations
15 set forth in preceding paragraphs as if set forth herein.

16 126. Under the WHSA, Wash. Rev. Code § 43.10.005, Brenda Sanchez
17 was entitled to reasonable accommodations for her pregnancy without the need to
18 provide medical documentation, including 1) being provided seating or allowed to
19 sit more frequently, and 2) being provided assistance with manual labor and limits
20 on lifting more than 17 pounds.

1 127. Monson Fruit committed an unfair practice in violation of WHSA,
2 Wash. Rev. Code § 43.10.005(2)(a), when it denied Brenda Sanchez's requests for
3 the accommodations of being allowed to sit and assistance with the lifting of boxes
4 more than 17 pounds.

5 128. Defendant Monson Fruit's unlawful employment practices
6 complained of in the above paragraphs were intentional.

7 129. As a direct result of Defendant's unlawful conduct, Brenda Sanchez
8 has suffered and continues to suffer emotional harm, including grief, loss of
9 enjoyment of life, damage to reputation, fear, anxiety, anguish, embarrassment,
10 humiliation, and other damages in amounts to be proved at trial.

11 **VII. REQUEST FOR RELIEF**

12 Brenda Sanchez asks this Court to grant her the following relief:

13 A. Award Brenda Sanchez all actual damages to which she is entitled, including
14 but not limited to past and future compensatory, economic, non-economic, special,
15 general, punitive, and emotional distress damages pursuant to Title VII, 42 U.S.C.
16 2000e *et seq.*, the WLAD, Wash. Rev. Code § 49.60, the WHSA, Wash. Rev. Code
17 § 43.10.005 and as otherwise authorized by law, in amounts to be determined at
18 trial.

19 B. Order Monson Fruit to pay punitive damages for its malicious and reckless
20 conduct in amounts to be determined at trial, pursuant to Title VII, 42 U.S.C.

2000e *et seq.* and 42 U.S.C. § 1981a.

C. Award costs of this suit and attorneys' fees and costs pursuant to 42 U.S.C. §2000e-5(k), Wash. Rev. Code § 49.60.030, Wash. Rev. Code § 43.10.005, and as otherwise authorized by law.

D. Award damages for adverse tax consequences as a result of any award of damages to Brenda Sanchez.

E. Award pre-judgment and post-judgment interest as allowed by state and federal law.

F. Grant Brenda Sanchez other relief which this Court finds appropriate, equitable, or just.

VIII. JURY DEMAND

Brenda Sanchez request a jury trial on all questions of fact raised by this Complaint.

Dated this 3rd day of August, 2022.

By: /s/ Alyson Dimmitt Gnam
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